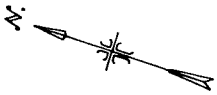
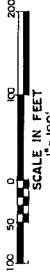


River Run (PHASE 3-B)

Situated in the NW 1/4, Sec. 24, and the SW 1/4, Sec. 13, T.3 N., R.2 E., B.M., Ada County, Idaho.

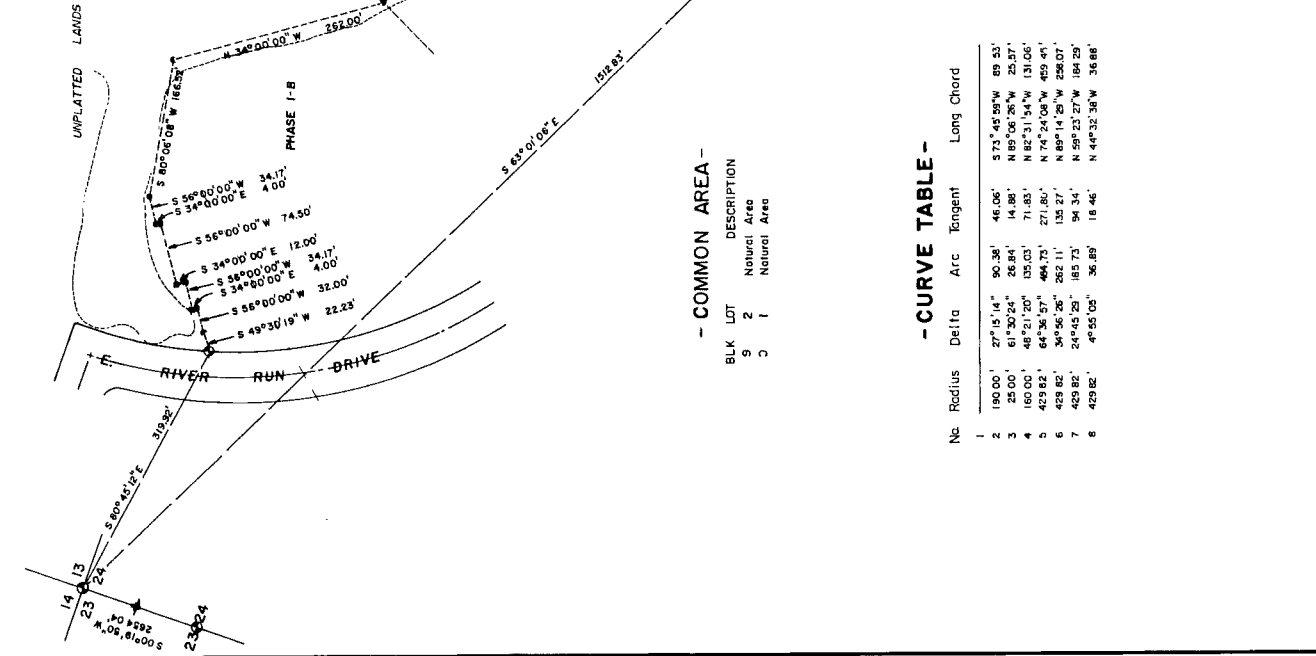
PREPARED BY
CTM ENGINEERING
BOISE, IDAHO
1984



- LEGEND -

- 33- CURVE NUMBER
- BRASS CAP
- FOUND 5/8" x 30" STEEL PIN
- SET 5/8" x 30" STEEL PIN
- SET 1/2" x 24" STEEL PIN
- BASE FLOOD ELEVATION
- USACE CROSS SECTION DESIGNATION

| | |
|-------|----|
| 27207 | AL |
|-------|----|



- COMMON AREA -

| BLK LOT | DESCRIPTION |
|---------|--------------|
| S 2 | Natural Area |
| C 1 | Natural Area |

- CURVE TABLE -

| No | Radius | Delta | Arc | Tangent | Long Chord |
|----|---------|-----------|---------|---------|----------------------|
| 1 | 190.00' | 27°15'14" | 90.38' | 46.06' | 573.4859W 89.53' |
| 2 | 25.00' | 61°30'24" | 26.84' | 14.88' | N 89°06'26"W 25.27' |
| 3 | 160.00' | 48°21'20" | 135.03' | 71.83' | N 82°31'54"W 131.06' |
| 4 | 429.85' | 34°56'57" | 282.11' | 152.73' | N 74°24'04"W 459.49' |
| 5 | 429.85' | 34°56'57" | 282.11' | 152.73' | N 89°14'28"W 236.07' |
| 6 | 429.85' | 24°45'29" | 185.73' | 94.34' | N 59°23'27"W 184.29' |
| 7 | 429.85' | 4°55'05" | 36.89' | 18.46' | N 44°32'38"W 36.88' |



BK. 52 Pg. 4000

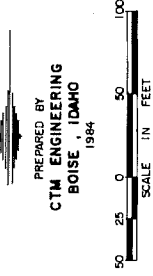
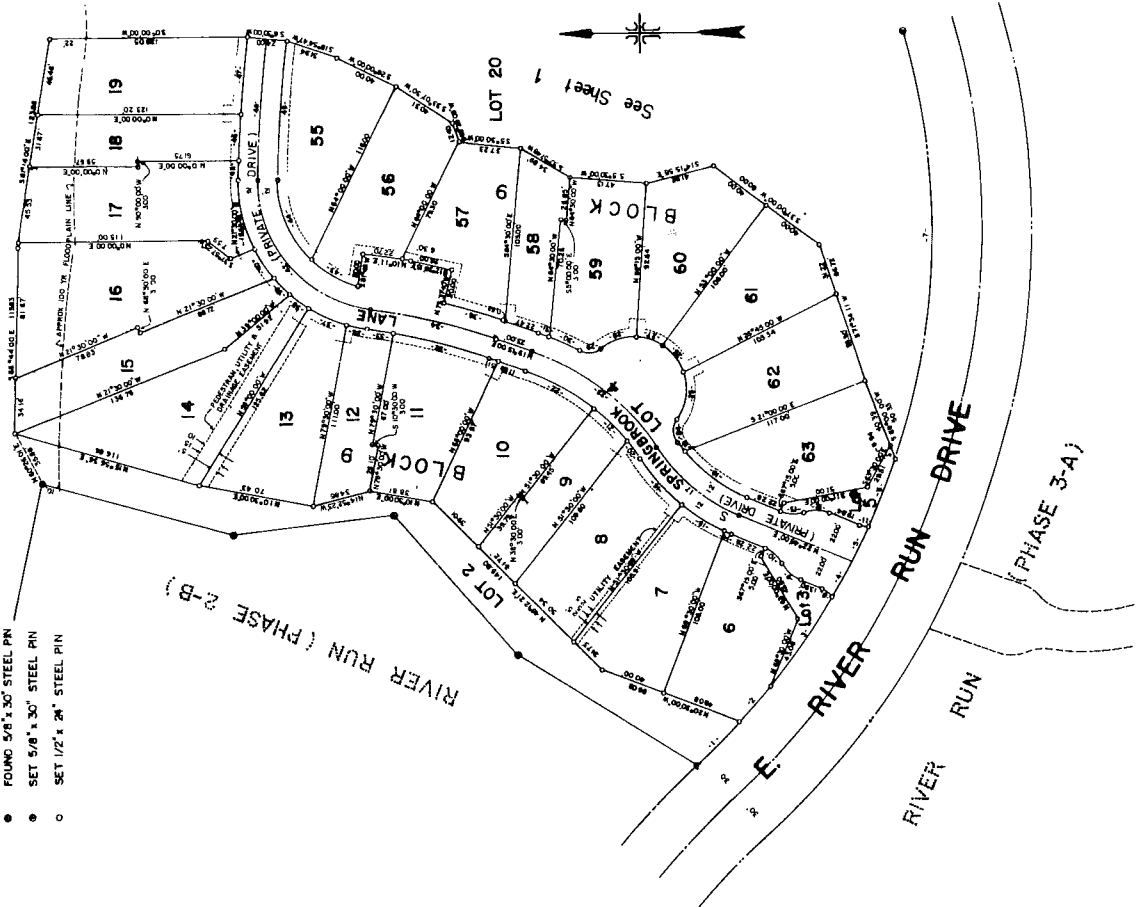
River Run (PHASE 3-B)

Situated in the NW 1/4, Sec. 24, and the SW 1/4, Sec. 13, T.3.N., R.2.E., B.M.,
Ada County, Idaho

LEGEND

- 3 LOT NUMBER
- 33- CURVE NUMBER
- FOUND BRASS CAP
- FOUND 5/8" x 30" STEEL PIN
- SET 5/8" x 30" STEEL PIN
- SET 1/2" x 24" STEEL PIN

See Sheet 1
See Sheet 1



PREPARED BY
CTM ENGINEERING
BOISE, IDAHO
1984

BUILDING SETBACKS

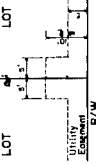
- FRONT YARD TO STREET ... 5'
- SIDE YARD TO RIVER RUN DRIVE ... 15'
- REAR YARD TO OPEN SPACE ... 15'

COMMON AREA

- 9 2,3,5 Landscaped
- 9 4 Street, Utilities, & Landscaped

NOTES

- 1) Direct Lot Access to River Run Drive is prohibited except Lot 4 of Blk 9 and P.U.D. approval
- 2) Building Setbacks to be in compliance with applicable zoning regulations
- 3) Lot 4 of Block 9 to include sanitary sewer easement for the city of Boise
- 4) An Easement is granted for Drainage, Public Utilities and Boise City (for sanitary sewer) 5 feet inside all lot lines common to private streets.
- 5) A Partial easement for ingress and egress exists over Lot 4, Block 9 for each lot owner in this plot
- 6) Building finish floor elevations shall be a minimum of 1 (one) foot above the 100-year flood plain elevation



TYPICAL UTILITY EASEMENT DIMENSIONS

| Survey No. | Radius | Bk. Sta. | Angle | Length | Stationing |
|------------|---------|----------|---------|---------|------------|
| 1 | 429.467 | 10+00.00 | 120.000 | 100.000 | 10+00.00 |
| 2 | 429.467 | 10+00.00 | 120.000 | 100.000 | 10+00.00 |
| 3 | 429.467 | 10+00.00 | 120.000 | 100.000 | 10+00.00 |
| 4 | 429.467 | 10+00.00 | 120.000 | 100.000 | 10+00.00 |
| 5 | 429.467 | 10+00.00 | 120.000 | 100.000 | 10+00.00 |
| 6 | 429.467 | 10+00.00 | 120.000 | 100.000 | 10+00.00 |
| 7 | 429.467 | 10+00.00 | 120.000 | 100.000 | 10+00.00 |
| 8 | 429.467 | 10+00.00 | 120.000 | 100.000 | 10+00.00 |
| 9 | 429.467 | 10+00.00 | 120.000 | 100.000 | 10+00.00 |
| 10 | 429.467 | 10+00.00 | 120.000 | 100.000 | 10+00.00 |
| 11 | 429.467 | 10+00.00 | 120.000 | 100.000 | 10+00.00 |
| 12 | 429.467 | 10+00.00 | 120.000 | 100.000 | 10+00.00 |
| 13 | 429.467 | 10+00.00 | 120.000 | 100.000 | 10+00.00 |
| 14 | 429.467 | 10+00.00 | 120.000 | 100.000 | 10+00.00 |
| 15 | 429.467 | 10+00.00 | 120.000 | 100.000 | 10+00.00 |
| 16 | 429.467 | 10+00.00 | 120.000 | 100.000 | 10+00.00 |
| 17 | 429.467 | 10+00.00 | 120.000 | 100.000 | 10+00.00 |
| 18 | 429.467 | 10+00.00 | 120.000 | 100.000 | 10+00.00 |
| 19 | 429.467 | 10+00.00 | 120.000 | 100.000 | 10+00.00 |
| 20 | 429.467 | 10+00.00 | 120.000 | 100.000 | 10+00.00 |



96087082

River Run Phase 3-B

ADA CO. RECORDER HOA

J. DAVID MARRRO

BOISE ID

AMENDED AND RESTATED

PHASE 3-B SUPPLEMENT TO THE

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR RIVER RUN

1996 OCT 18 AM 11:28

FEE 51.00 REC'D BY [Signature]
RECORDED AT THE REQUEST OF

THIS AMENDED AND RESTATED PHASE 3-B SUPPLEMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVER RUN ("Phase 3-B Supplement") is made and effective this 13th day of July, 1996 by the River Run Phase 3-B Local Association, Inc. ("Phase 3-B Association"). This Amended and Restated Phase 3-B Supplement supersedes and replaces in its entirety the Phase 3-B Supplement recorded on September 28, 1984, as Instrument No. 8448375 in the office of County Recorder of Ada County, Idaho.

ARTICLE I

RECITALS

Section 1.1 -- Supplement to River Run Declaration. This Phase 3-B Supplement is a Supplement to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for River Run (hereinafter called "River Run Declaration") which was recorded at the Office of the Ada County Recorder, Ada County, Idaho, as Instrument No. 95025281, and supplements the River Run Declaration with respect to the specific property covered hereby, and the covenants, conditions and restrictions contained herein are in addition to those set forth in the River Run Declaration, except insofar as the provisions of the River Run Declaration are hereinafter expressly modified.

Section 1.2 -- Property Covered. The property which is covered by and is hereby made subject to this Phase 3-B Supplement is described as follows:

All property located in River Run (Phase 3-B), (hereafter "Phase 3-B Subdivision") a subdivision situated in the NW $\frac{1}{4}$, Section 24, and the SW $\frac{1}{4}$, Section 13, T.3.N., R.2E., B.M., Ada County, Idaho, as per subdivision plat recorded as Instrument No. 8448374 in the office of the County Recorder of Ada County, Idaho, as amended by the Affidavit to Correct Legal Description (Instrument No. 9033031) and the Affidavit to Correct Legal Description (Instrument No. 9035099).

Section 1.3 -- Purpose. The purpose of the original Phase 3-B Supplement (Instrument No. 8448375) was to annex the Phase 3-B Subdivision to the property covered by the River Run Declaration, to provide for the exterior maintenance of the Building Structures constructed upon the Phase 3-B Subdivision property, to provide for maintenance and repair of certain Landscaped Areas, to establish a Local Architectural Committee and a Phase 3-B Local Homeowners Association, to include the Owners of Building Lots in the Phase 3-B Subdivision in the River Run Recreation Association No. 1, and to set forth other terms and conditions which are uniquely suited to the Phase 3-B Subdivision property. The purpose of this Amended and Restated Phase 3-B Supplement is to amend, clarify and restate the Phase 3-B Supplement.

Section 1.4 -- Declaration. The Phase 3-B Association declares that the Phase 3-B Subdivision and all the property, lots, parcels and portions thereof were and remain annexed to the property covered by the River Run Declaration and remain subject to all of the covenants, conditions, restrictions and all provisions, including definitions, of the River Run Declaration and in addition thereto are subject to the further conditions, covenants, restrictions and provisions hereinafter provided. To the extent that this Phase 3-B Declaration is inconsistent with the River Run Declaration, this Phase 3-B Declaration shall control.

Lot 1, Block 9, shall be subject to the covenants, conditions and restrictions of the Phase 4 Supplement as if such Lot had been originally platted as a portion of Lot 3, Block 1, River Run (Phase 4). Lot 1, Block 9 shall be appurtenant to Lot 3, Block 1, River Run (Phase 4) and ownership of the said Lots shall not be separated except upon the written consent of the Phase 4 Association.

ARTICLE 2

DEFINITIONS

The following terms shall have the following meanings when used herein unless the context otherwise requires and to the extent that the following definitions are inconsistent with the definitions contained in the River Run Declaration, the following definitions shall control for the purposes and solely for the purposes of this Phase 3-B Supplement:

Section 2.1 -- Articles. "Articles" shall mean the Articles of Incorporation of the Phase 3-B Association (as defined herein) including any amendments thereto.

Section 2.2 -- Board. "Board" means the duly elected Board of Directors of the Phase 3-B Association.

Section 2.3 -- Building Lots. "Building Lots" shall mean Lots 6 through 19 and Lots 55 through 63, Block 9, of the subject Phase 3-B Subdivision upon which Building Structures are or will be constructed.

Section 2.4 -- Building Structures. "Building Structure" shall mean a building structure which is comprised of one or more contiguous dwelling units constructed and located on Building Lots including garage structures located on the same Building Lots whether attached or detached from the Building Structure.

Section 2.5 -- Bylaws. "Bylaws" shall mean the Bylaws of the Phase 3-B Association as the same may be from time to time amended.

Section 2.6 -- Common Area. "Common Area" shall mean Lots 2 through 5, Block 9, of the Phase 3-B Subdivision.

Section 2.7 -- Developer. "Developer" means River Run Development Company, an Idaho general partnership, its successors and assigns, including, without limitation, any partnership, corporation or other entity in which River Run Development Company is a partner or shareholder.

Section 2.8 -- Landscaped Areas. "Landscaped Areas" means all portions of a Building Lot other than that portion occupied by a Building Structure or designated as an Outdoor Living Area (as defined herein). Landscaped Areas shall include easement areas for pedestrian pathways, if any, shown on the Phase 3-B Subdivision plat.

Section 2.9 -- Local Assessment. "Local Assessment" shall mean a share of the funds required for the payment of common expenses, including those expenses attributable to less than all of the Owners which are assessed against the Owners as provided herein, and shall include Local Regular, Local Special, and Local Limited Assessments as those terms are defined herein.

Section 2.10 -- Local Limited Assessment. "Local Limited Assessment" means an assessment levied against an Owner by the Phase 3-B Association for costs and expenses incurred by the Phase 3-B Association for corrective action performed pursuant to this Phase 3-B Supplement which are necessitated by such Owner, including, without limitation, costs and expenses incurred for damage caused by the negligent acts of an Owner or such Owner's tenants, guests or invitees.

Section 2.11 -- Local Regular Assessment. "Local Regular Assessment" means an assessment by the Phase 3-B Association against all Owners to provide for the payment of all estimated normal operating expenses of the Phase 3-B Association for the performance of its duties as provided herein.

Section 2.12 -- Local Special Assessment. "Local Special Assessment" means an assessment by the Phase 3-B Association made against the Owners upon whose Building Lots a particular Building Structure is located for the purpose of defraying the costs of maintenance and repair of a particular Building Structure, as provided herein, or an assessment against all Owners in the event that the Local Regular Assessment for any particular year is or will become inadequate to meet the expenses of the Phase 3-B Association.

Section 2.13 -- Member. "Member" shall mean each person or entity holding a membership in the Phase 3-B Association which shall include all Owners of Building Lots within the Phase 3-B Subdivision.

Section 2.14 -- Outdoor Living Area. "Outdoor Living Area" means that portion of a Building Lot located immediately adjacent to the Building Structure which is screened, enclosed or set off in some manner to create a private outdoor living/landscaped area. It is the intent that each Owner of a dwelling unit may, at his discretion, and with the approval of the River Run Architectural Committee and Phase 3-B Association, designate a portion of his Building Lot as Outdoor Living Area which such Owner will maintain and control and which area will not be Landscaped Area maintained by the Phase 3-B Association. Outdoor Living Areas shall be initially established at the time of construction of the Building Structures and may be modified from time to time. Outdoor Living Areas and any modifications must be approved by the River Run Architectural Committee upon submittals in the same manner as all other improvements, including landscaping, are approved. All improvements, including landscaping, located in the Outdoor Living Areas shall be maintained, repaired and replaced by the Owner and not by the Phase 3-B Association (except upon default by an Owner). Outdoor Living Areas shall be used exclusively for patios, low-profile decks, and private planting and landscaping areas.

Section 2.15 -- Owner. "Owner" means any person or entity at any time owning a Building Lot or a contract purchaser of a Building Lot, but shall not mean a mortgagee unless such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 2.16 -- Phase 3-B Association. "Phase 3-B Association" means River Run Phase 3-B Local Association, Inc., an Idaho non-profit corporation, its successors and assigns, organized as provided herein.

Section 2.17 -- Riparian Easement Area. "Riparian Easement Area" shall refer to the Water Courses, and that portion of each Building Lot or Common Area Lot adjacent to the Water Courses which is within fifteen feet of the Ordinary High Water Mark of the Water Courses.

Section 2.18 -- Water Courses. "Water Courses" shall refer to the water channels constructed and located or to be constructed and located within the Phase 3-B Subdivision.

Section 2.19 -- Ordinary High Water Mark. "Ordinary High Water Mark" refers to the line which water impresses on the soil by covering it for sufficient periods so as to deprive it of all but aquatic vegetation.

ARTICLE 3

PHASE 3-B ASSOCIATION

Section 3.1 -- Creation. The Developer created the River Run Phase 3-B Local Association, Inc. (the "Phase 3-B Association") as a non-profit corporation under the provisions of the Idaho Code relating to non-profit corporations. The Phase 3-B Association is a "Local Association" as that term is defined in the River Run Declaration. The memberships, voting rights, Board of Directors, powers and duties and all other matters pertaining to the Phase 3-B Association shall be as set forth in the River Run Declaration for Local Associations except as supplemented and modified hereby.

Section 3.2 -- Special Duties of the Phase 3-B Association. Without limiting the generality of the general powers and duties of the Phase 3-B Association, the Phase 3-B Association shall have the power and obligation to conduct and perform the following duties, the costs of which shall be borne as provided in Article 4:

3.2.1 -- Maintenance of Building Exteriors and Landscaped Areas. Maintenance of the exteriors of all Building Structures located in the Phase 3-B Subdivision and the maintenance and repair of all Landscaped Areas. Maintenance of the exteriors of Building Structures shall include the painting, staining, restaining, repairing and replacing of all exterior surfaces, including roofs, and exterior portions of doors; maintaining, repairing and replacing exterior lighting fixtures, exterior portions of chimneys, rain gutters and down spouts, and sprinkler timing devices. Such maintenance specifically does not include the following which are the sole responsibility of the Owners of the Building Lots: repairing, replacing, or cleaning of glass, landscaping and other improvements within the Outdoor Living Areas, exterior items of hardware not specifically enumerated above, exterior window casements, sashes and frames (other than painting and staining of the same), window screens, storm windows, storm doors, or screen doors (other than painting and staining of the same), walkways, driveways, electrical and mechanical doorbells, knockers, and air conditioning and heating equipment and devices. The Owners of Building Lots shall also be responsible for maintaining, repairing, replacing and caring for any and all maintenance required for the interiors of the respective dwelling units, including without limitation,

maintaining, repairing, replacing and caring for electrical wiring and fixtures, plumbing pipes and conduits, all fixtures and appliances, whether built-in or free standing, air conditioning, heating, sewage disposal, and interior fire protection systems and all amenities and hardware located within the interiors of the Building Structures. Maintenance of Landscaped Areas includes maintaining, repairing and replacing of grass, sod, trees, shrubs, and bushes in a neat, clean and attractive condition, and the maintenance and repair of all underground sprinkler systems. Maintenance of Landscaped Areas shall also include maintenance of Water Courses located in Phase 3-B and pathways located on Building Lots in Phase 3-B other than Water Courses and pathways located on River Run Homeowner's Association Common Area. The Phase 3-B Association shall also arrange for snow and ice removal from all driveways and parking areas (but not walkways) located on Building Lots. In the event any maintenance or repair is performed by the Phase 3-B Association which is required by reason of a willful or negligent act or omission of an Owner, or the tenants, guests, or invitees thereof, the cost of such maintenance and repair shall be assessed as a Local Limited Assessment against such Owner. The decision as to what maintenance is required for a particular Building Structure and the timing of the maintenance shall rest solely within the Board of Directors of the Phase 3-B Association.

3.2.2. -- Insurance. Obtain, and maintain in effect, from reputable insurance companies authorized to do business in the State of Idaho, public liability and property damage insurance in such amounts and in such forms as it deems advisable to provide adequate protection for bodily injury, including deaths of persons, and property damage; provided, however, that such policy(s) shall not be for an amount less than \$1,000,000.00 per person, per occurrence. Additionally, the Phase 3-B Association shall obtain and maintain fire and extended coverage casualty insurance with respect to each Building Structure and the Landscaped Areas in an amount equal to 100% of the replacement cost thereof. The Phase 3-B Association may obtain such other and further policies of insurance as it deems advisable.

3.2.3 -- Other Matters. At the discretion of the Board or upon a majority vote of the Members, the Phase 3-B Association may perform other common services, such as, but not by way of limitation, arranging for garbage collection, sidewalk cleaning, exterior window washing, and dwelling unit winterization, the costs and expenses of which shall be paid by Local Regular Assessments.

3.2.4 -- Landscaped Area Rules. Promulgating and enforcing rules and regulations applicable to the use of the Landscaped Area by Owners and their family members, guests and assigns.

ARTICLE 4

ASSESSMENTS

Section 4.1 -- Covenant to Pay Assessments Each Owner by acceptance of a deed to a Building Lot, hereby covenants and agrees to pay when due all Local Regular, Local Special, and Local Limited Assessments made against such Owner by the Phase 3-B Association, and all Assessments made against such Owner by the River Run Homeowner's Association, Inc. pursuant to the provisions of the River Run Declaration.

Section 4.2. -- Local Regular Assessments.

4.2.1 -- Commencement. Local Regular Assessments against all Building Lots shall commence on the date on which the first Building Structure is constructed on a Building Lot and is substantially ready for occupancy (the "Initiation Date").

4.2.2 -- Amount of Annual Local Regular Assessment. The total annual Local Regular Assessment against all Building Lots subject thereto shall be based upon advance estimates of annual cash requirements of the Phase 3-B Association to provide for the payment of all estimated expenses growing out of or in connection with the Phase 3-B Subdivision, as a whole, including, without limitation, the following:

4.2.2.1 maintenance, repair and operation of the Landscaped Areas, excluding Outdoor Living Areas;

4.2.2.2 premiums for all insurance which the Phase 3-B Association is required or permitted to maintain pursuant hereto;

4.2.2.3 professional management fees and expenses, employee salaries, and legal and accounting costs;

4.2.2.4 any deficits remaining from the previous fiscal year;

4.2.2.5 reasonable contingency reserves, surpluses and/or sinking funds established at the discretion of the Board, including those for exterior maintenance; and

4.2.2.6 such other and further costs, expenses, obligations and liabilities as the Board, in its discretion, may incur for the proper management, operation and maintenance of the Phase 3-B Subdivision and the Phase 3-B Association in accordance with this Phase 3-B Supplement.

4.2.3 -- Allocation of Assessments. All Local Regular Assessments shall be allocated among all Building Lots as set forth on Exhibit A. The allocation of costs set forth on Exhibit A is based upon maximum interior floor area (excluding garage areas) of the dwelling units to be constructed.

4.2.4 -- Notice of Local Regular Assessments and Time for Payment Thereof. Local Regular Assessments shall be made on a calendar year basis. The Phase 3-B Association shall give written notice to each Owner as to the amount of the Local Regular Assessment with respect to each Building Lot subject thereto on or before December 15 for each year for the calendar year commencing January 1 of the next year. The Local Regular Assessment shall be due and payable as the Board shall determine. Each Local Regular Assessment shall bear interest at the rate of two (2) points over the prime rate of the First Security Bank, Boise, Idaho, per annum from the date it becomes due and payable if not paid within ten (10) days of said date; provided, however, that if such rate of interest is in excess of that permitted by applicable law, then no Owner shall be required to pay interest to the extent it is in excess of the amount permitted by law. Failure of the Phase 3-B Association to give timely notice of any Local Assessment shall not affect the liability of Owner or any Building Lot for such Local Assessment, but the date when payment shall become due in such a case shall be deferred to a date thirty (30) days after such notice shall have been given. In the event any Owner is delinquent in the payment of any assessment for a period in excess of thirty (30) days, the Board may, at its discretion, suspend the Owner's voting rights in the Phase 3-B Association.

Section 4.3 -- Local Special Assessment. In addition to the Local Regular Assessments authorized hereby, the Phase 3-B Association shall levy Local Special Assessments, payable as the Board shall determine, for the payment of all estimated expenses for the following:

4.3.1 maintenance, repair, repainting, staining, and replacement of the exterior surfaces of Building Structures as described in Section 3.2.1 above;

4.3.2. any cost or expense for which a Local Special Assessment may be assessed pursuant to the River Run Declaration.

Other than Local Special Assessments for Building Structure maintenance, Local Special Assessments shall be apportioned among the Owners of Building Lots as set forth on Exhibit A. Costs and expenses for such maintenance of a particular Building Structure shall be allocated among the Owners thereof. Local Special Assessments for Building Structure maintenance shall be allocated as set forth on Exhibit B.

Local Special Assessments are payable as the Board may from time to time determine, within thirty (30) days of mailing notice thereof to affected Owners, and shall bear interest and be subject to such other sanctions as are set forth in Section 4.2.4 above.

Section 4.4 -- Local Limited Assessments. The Phase 3-B Association may levy against any Owner and such Owner's Building Lot, a Local Limited Assessment equal to the costs and expenses incurred by the Phase 3-B Association, including legal fees, for corrective action performed pursuant to this Phase 3-B Supplement which was necessitated by such Owner, including, without limitation, costs and expenses incurred for the repair and replacement of any property owned or maintained by the Phase 3-B Association which is damaged by the willful or negligent acts of such Owner or any of such Owner's tenants, guests or invitees.

Section 4.5 -- Personal Obligation of Owner. The amount of any Local Regular, Local Special, or Local Limited Assessment against any Owner and their Building Lot shall be the personal obligation of such Owner to the Phase 3-B Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Phase 3-B Association without foreclosing or waiving the lien securing the same. No Owner may avoid such personal obligation by abandonment of his Building Lot.

Section 4.6 -- Statement of Account. Upon payment of a reasonable fee, which shall be established by the Board and shall not exceed Fifty and No/100ths Dollars (\$50.00), and upon written request of any Owner or any mortgagee, prospective mortgagee, or prospective purchaser of a Building Lot, the Phase 3-B Association shall issue a written statement setting forth the amount of the unpaid Local Assessments, if any, with respect to such Building Lot, the amount of the current yearly Local Assessments and the dates that such Local Assessments become or became due, credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid Local Assessments, insurance premiums and taxes, which statement shall be conclusive upon the Phase 3-B Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within twenty (20) days, all unpaid Local Assessments which become due prior to the date of making such request shall be subordinate to the lien of a mortgagee, which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, the lien for such unpaid Local Assessments shall be released automatically if the statement is not furnished within the twenty (20) day period provided herein, and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the Building Lot.

ARTICLE 5

RECREATION MATTERS

The Owners of Building Lots covered by this Phase 3-B Supplement are owners of and shall be entitled to use all Recreation Facilities owned and managed by the River Run Recreation Homeowners Association, Inc. The rights and responsibilities of the Owners regarding said Recreation Facilities shall be as specified in the River Run Declaration.

ARTICLE 6

EASEMENTS

Section 6.1 -- Riparian Easement. A perpetual easement is hereby reserved for the benefit of the River Run Homeowner's Association, Inc., its respective contractors, successors and assigns, over and across the Riparian Easement Area together with reasonable ingress and egress rights over and across each Building Lot as necessary for access to the Riparian Easement Area. The purpose of the foregoing easement shall be for inspecting, maintaining, repairing, constructing and restoring the fishery structures and facilities constructed or to be constructed within the Riparian Easement Area, it being understood that the Phase 3-B Association shall have primary responsibility to maintain the landscaping located upon that portion of a Building Lot which is Riparian Easement Area and that the River Run Homeowner's Association shall have the sole responsibility to maintain the fishery structures and facilities located within the Water Courses. Notwithstanding that the above described easement extends to the entire Riparian Easement Area, the grantees of such easement shall, to the extent reasonably possible under the existing circumstances, exercise their easement rights in such a manner so as to inflict the least possible damage to any improvements, including landscaping which may be located upon the Riparian Easement Area. Vehicular ingress and egress shall be limited to vehicles such as golf course maintenance carts and similar vehicles, the use of which will not result in destruction or undue damage to lawns.

Any damage which results to improvements constructed within the Riparian Easement Area, including landscaping, as a result of the exercise of this easement, shall be the responsibility of the River Run Homeowner's Association.

Section 6.2 -- Maintenance Easement. A perpetual easement is hereby reserved in favor of the Phase 3-B Association, its successors and assigns, contractors, agents and employees, over and across each Building Lot, for purpose of accomplishing the maintenance, repair, and replacement of such exteriors of

Building Structures and landscaping and other improvements located upon the Landscaped Areas.

Section 6.3 -- Improvement Easements. A perpetual easement is hereby reserved in favor of the Phase 3-B Association, their respective successors and assigns, over and across the back twenty-five (25) feet of each Building Lot for the purposes of construction, maintenance, repair and replacement of the Water Courses, a pedestrian pathway and other associated improvement and amenities.

Section 6.4. -- Landscaped Area Easement. A perpetual easement is hereby reserved in favor of each Building Lot Owner in Phase 3-B Subdivision and such Owner's family members, guests and assigns in common with all Building Lot Owners in Phase 3-B Subdivision over and across the Landscaped Area as the same exists from time to time of each Building Lot for the purpose of using the Landscaped Area for the same purpose and in the same manner as landscaped Common Area is used. All uses of the Landscaped Area shall be passive and shall not result in the unreasonable disturbance of the occupants of the Building structures. All such use shall be subject to rules and regulations pertaining thereto promulgated by the Phase 3-B Association.

ARTICLE 7

DESIGNATION OF COMMON AREAS

Lots 2 and 4, Block 9, are hereby designated as Common Area to be conveyed to and maintained by the River Run Homeowners Association, Inc., pursuant to the provisions of the River run Declaration. Lots 3 and 5, Block 9, are hereby designated as Common Area (Local Common Area) to be conveyed to and maintained by the Phase 3-B Association.

ARTICLE 8

ADDITIONAL RESTRICTIONS

Section 8.1 -- Landscaped Area Restrictions. No portion of the Landscaped Area shall be improved by an Owner with any structure or other improvement other than landscaping approved by the Phase 3-B Association and the River Run Architectural Committee. Natural vegetation and landscaping shall be encouraged in the Riparian Easement Area, and all landscaping within the Riparian Easement Area shall be compatible with and shall promote water quality, and if applicable, the trout habitat within the Water Courses.

Any structures or improvements constructed on the Landscaped Area by the Phase 3-B Association shall be approved by the River Run Architectural Committee.

Section 8.2 -- Fishing Restrictions. Certain of the Water Courses on or adjacent to Phase 3-B Subdivision have been or shall be developed, in part, as an improved habitat for the spawning of trout in the Boise River. As a consequence, fishing in the Water Courses is not encouraged.

Section 8.3 -- Window Treatment. All Owners shall be required to maintain, repair and replace the interior window mullions which were a part of the original Building Structures construction. If not so maintained, repaired and replaced, the Phase 3-B Association shall accomplish such maintenance, repairs and replacements and recover the costs thereof from the Owner.

ARTICLE 9

MISCELLANEOUS

Section 9.1 -- Term. The covenants, conditions and restrictions of this Phase 3-B Supplement shall run until December 31, 2020, unless amended as herein provided. After December 31, 2020, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by members holding at least three-fourths (3/4) of the voting power of the Phase 3-B Association and such written instrument is recorded with the Ada County Recorder.

Section 9.2 -- Amendment. The provisions of this Phase 3-B Supplement, other than this Article, may be amended by an instrument in writing signed and acknowledged by the President and Secretary of the Phase 3-B Association certifying that such amendment has been approved by the vote or written consent of Owners owning at least fifty-one percent (51%) of the Building Lots located in the Phase 3-B Subdivision, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article shall require the vote or written consent of all of the members holding all of the voting power of the Phase 3-B Homeowner's Association.

Section 9.3 -- Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Phase 3-B Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Phase 3-B Association. Such address may be changed from time to time by notice in writing to the Phase 3-B Association.

Section 9.4 -- Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot covered by this Phase 3-B Supplement shall have the right to enforce any or all of the provisions hereof against any property covered by this Phase 3-B Supplement and the Owners thereof.

Section 9.5 -- Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property covered by this Phase 3-B Supplement, is hereby declared to be a violation of this Phase 3-B Supplement and subject to any or all of the enforcement procedures set forth in this Phase 3-B Supplement.

Section 9.6 -- Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

Section 9.7 -- Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the rights to enforce any such provision or any other provisions of said restrictions.

Section 9.8 -- Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the general plan and scheme of the Phase 3-B Subdivision.

Section 9.9 -- Restrictions Severable. Each of the provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.


Section 9.10 -- Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

Section 9.11 -- Captions. All captions and titles used in this Supplement are intended solely for convenience of reference and shall not affect which is set forth in any of the provisions hereof.

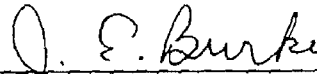
STATEMENT OF ADOPTION

The foregoing Amended and Restated Phase 3-B Supplement was duly adopted by the Members of the Phase 3-B Association and by the vote of Owners owning at least fifty-one percent (51%) of the Building Lots located in the Phase 3-B Subdivision. 23 Members were qualified to vote, 16 votes were cast in favor of the Amendments and Restatements, 0 votes were cast against the Amendments and Restatements, and 7 votes were not cast.

DATED this 13th day of July, 1996.



PRESIDENT, RIVER RUN PHASE 3-B
LOCAL ASSOCIATION, INC.

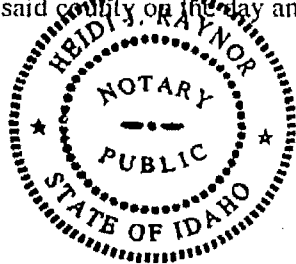


SECRETARY, RIVER RUN PHASE 3-B
LOCAL ASSOCIATION, INC.

State of Idaho)
) ss.
County of Ada)

On this 17th day of October, in the year 1996, before me, a notary public in and for the State of Idaho, personally appeared Robert Heuts, known or identified to me to be the president, or vice president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county on the day and year first above written.

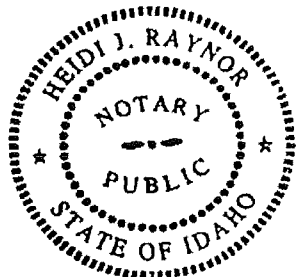


Heidi J. Raynor
Notary Public for Idaho
Residing at Boise
My commission expires: 4-25-2002

State of Idaho)
) ss.
County of Ada)

On this 17th day of October, in the year 1996, before me, a notary public in and for the State of Idaho, personally appeared J.E. Burke, known or identified to me to be the president, or vice president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county on the day and year first above written.



Heidi J. Raynor
Notary Public for Idaho
Residing at Boise
My commission expires: 4-25-2002

EXHIBIT A

ALLOCATION OF REGULAR ASSESSMENTS

| <u>LOT/BLOCK</u> | <u>PERCENTAGE OF COSTS AND EXPENSES</u> |
|------------------|---|
| 6/9 | 5.02% |
| 7/9 | 4.12% |
| 8/9 | 5.02% |
| 9/9 | 3.56% |
| 10/9 | 4.12% |
| 11/9 | 4.12% |
| 12/9 | 3.56% |
| 13/9 | 5.02% |
| 14/9 | 5.02% |
| 15/9 | 3.56% |
| 16/9 | 4.12% |
| 17/9 | 4.12% |
| 18/9 | 3.56% |
| 19/9 | 5.02% |
| 63/9 | 5.02% |
| 62/9 | 4.12% |
| 61/9 | 4.12% |
| 60/9 | 5.02% |
| 59/9 | 4.12% |
| 58/9 | 3.56% |
| 57/9 | 5.02% |
| 56/9 | 5.02% |
| 55/9 | 4.12% |
| | <u>100.00%</u> |

EXHIBIT B

ALLOCATION OF BUILDING STRUCTURE MAINTENANCE AND EXPENSE

| <u>LOT/BLOCK</u> | <u>PERCENTAGE OF COSTS AND EXPENSES</u> |
|------------------|---|
| Bldg | |
| 6/9 | 54.90% |
| 7/9 | 45.10% |
| Bldg | |
| 8/9 | 39.51% |
| 9/9 | 28.03% |
| 10/9 | 32.45% |
| Bldg | |
| 11/9 | 32.45% |
| 12/9 | 29.03% |
| 13/9 | 39.51% |
| Bldg | |
| 14/9 | 39.51% |
| 15/9 | 28.03% |
| 16/9 | 32.45% |
| Bldg | |
| 17/9 | 32.45% |
| 18/9 | 28.03% |
| 19/9 | 39.51% |
| Bldg | |
| 63/9 | 54.90% |
| 62/9 | 45.10% |
| Bldg | |
| 61/9 | 45.10% |
| 60/9 | 54.90% |
| Bldg | |
| 59/9 | 32.45% |
| 58/9 | 28.03% |
| 57/9 | 39.51% |
| Bldg | |
| 56/9 | 54.90% |
| 55/9 | 45.10% |

FIRST AMENDMENT TO THE AMENDED AND RESTATED
PHASE 3-B SUPPLEMENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR RIVER RUN

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED PHASE 3-B SUPPLEMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVER RUN ("Phase 3-B Supplement") is made and effective this 16th day of MARCH, 1998, by the River Run Phase 3-B Local Association, Inc. ("Phase 3-B Association"). This First Amendment amends the Amended and Restated Phase 3-B Supplement recorded on October 18, 1996, as Instrument No. 96087082 in the office of the County Recorder of Ada County, Idaho.

WHEREAS, the Members of the Association agreed by majority vote to revise Section 3.2.1 of the Phase 3-B Supplement to make the maintenance, repair and replacement of roof top skylights the responsibility of individual homeowners.

NOW, THEREFORE, based on the foregoing, Section 3.2.1 of the Phase 3-B Supplement is amended as follows:

Section 3.2 -- Special Duties of the Phase 3-B Association. Without limiting the generality of the general powers and duties of the Phase 3-B Association, the Phase 3-B Association shall have the power and obligation to conduct and perform the following duties, the costs of which shall be borne as provided in Article 4:

3.2.1 -- Maintenance of Building Exteriors and Landscaped Areas. Maintenance of the exteriors of all Building Structures located in the Phase 3-B Subdivision and the maintenance and repair of all Landscaped Areas. Maintenance of the exteriors of Building Structures shall include the painting, staining, restaining, repairing and replacing of all exterior surfaces, including roofs, and exterior portions of doors; maintaining, repairing and replacing exterior lighting fixtures, exterior portions of chimneys, rain gutters and down spouts, and sprinkler timing devices. Such maintenance specifically does not include the following which are the sole responsibility of the Owners of the Building Lots: repairing, replacing, or cleaning of glass, landscaping and other improvements within the Outdoor Living Areas, exterior items of hardware not specifically enumerated above, **roof top skylights**, exterior window casements, sashes and frames (other than painting and staining of the same), window screens, storm windows, storm doors, or

screen doors (other than painting and staining of the same), walkways, driveways, electrical and mechanical doorbells, knockers, and air conditioning and heating equipment and devices. The Owners of Building Lots shall also be responsible for maintaining, repairing, replacing and caring for any and all maintenance required for the interiors of the respective dwelling units, including without limitation, maintaining, repairing, replacing and caring for electrical wiring and fixtures, plumbing pipes and conduits, all fixtures and appliances, whether built-in or free standing, air conditioning, heating, sewage disposal, and interior fire protection systems and all amenities and hardware located within the interiors of the Building Structures. Maintenance of Landscaped Areas includes maintaining, repairing and replacing of grass, sod, trees, shrubs, and bushes in a neat, clean and attractive condition, and the maintenance and repair of all underground sprinkler systems. Maintenance of Landscaped Areas shall also include maintenance of Water Courses located in Phase 3-B and pathways located on Building Lots in Phase 3-B other than Water Courses and pathways located on River Run Homeowner's Association Common Area. The Phase 3-B Association shall also arrange for snow and ice removal from all driveways and parking areas (but not walkways) located on Building Lots. In the event any maintenance or repair is performed by the Phase 3-B Association which is required by reason of a willful or negligent act or omission of an Owner, or the tenants, guests, or invitees thereof, the cost of such maintenance and repair shall be assessed as a Local Limited Assessment against such Owner. The decision as to what maintenance is required for a particular Building Structure and the timing of the maintenance shall rest solely within the Board of Directors of the Phase 3-B Association.